

## LOCK 'n' LEAVE - TERMS AND CONDITIONS

- Definitions:** In these terms and conditions the following words have the following meanings: - (You, Your) The customer named on the schedule. (We, Us, Our) Lock 'n' Leave Self Storage. (Goods) Anything that you bring into the site and store in the unit. (Unit) The storage unit specified in the schedule or any alternative storage unit we may specify under condition 13. (Commencement Date) The date specified in the schedule. (Site) The premises on which the unit is situated. (Access Hours) The hours we permit access to the unit. (Prohibited Items) Those items specified in condition 10. (Deposit) The amount specified in the schedule. (Storage Fees) The amount specified in the schedule. (Due Date) The date specified in the schedule and the corresponding date in each period specified in the schedule or the previous business day if the due date falls on a Saturday, Sunday or Public Holiday.
- Your Right to Occupy:** We permit you but no other person to use the unit in accordance with these terms and conditions from the commencement date until this agreement is terminated.
- Inspection:** You must inspect the unit before storing any goods and inform us if you believe it is damaged or unsuitable for your requirements in any way. If you do not do so the unit will be deemed suitable for you and in good condition on the commencement date.
- Access to the Unit by You or Us:** You may have access to the unit any time during the access hours. No access to the unit will be permitted outside these hours. We may change the access hours at any time without giving any prior notice.
- Only you and the persons authorised in writing or accompanied by you will be permitted to have access to the unit. You may withdraw authorisation at any time but the withdrawal will not be effective until received in writing. We may ask for proof of identity from you or any other person at any time, although we are not obliged to do so, and we may refuse access to any person, including you, who is unable to produce satisfactory proof of identity.
- You are responsible for providing a padlock for the unit and you must ensure that it is locked at all times when you are not in attendance. We will not be responsible for locking any unlocked unit.
- You will permit us and our agents or workmen to enter the unit at any time in an emergency and otherwise if we give you not less than seven days notice so that we may inspect it or carry out repairs, maintenance and alterations to the unit or part of the site to ensure compliance with these terms and conditions for any other purpose.
- We may enter the unit at anytime without notifying you and if necessary we may break the lock to gain entry:** - (i) If we believe that the unit contains prohibited items or is being used in breach of these terms and conditions. (ii) If we are required to do so by the Police, Fire Service, Local Authorities or by Court Order. (iii) If we believe it necessary in an emergency. (iv) To obtain access in accordance with conditions 7, 14, 20 and 21.
- Use of the Unit and the Site:** You confirm that the goods you are storing in the unit are your own property or the person who owns or has interest in them has given authority to you to store them in the unit.
- You may use the unit for storage and not any other purpose. You must not store and you must not allow any other person to store any of the following in the unit: - (i) Food or perishable goods unless securely packed so that they are protected from vermin. (ii) Birds, fish, animals or other living creatures. (iii) Combustible or flammable materials or liquids such as paint, petrol, oil or cleaning solvents. (iv) Explosives, weapons or ammunition. (v) Chemicals, radioactive materials, biological agents. (vi) Toxic waste, asbestos or other materials of a dangerous nature. (vii) Any item which emits any fumes, smell or odour. (viii) Any illegal substances or goods illegally obtained.
- You must not (and must not allow any other person to):** - (i) Use the unit or do anything on the site or in the unit which may be a nuisance to us or the user of any other unit. (ii) Do anything on the site or in the unit which may invalidate any of our insurance policies, or those of other unit users, or increase the premiums. (iii) Use the unit as offices or living accommodation or as a home or business address. (iv) Spray paint or do any mechanical work of any kind in the unit. (v) Attach anything to the walls, ceilings, floor or doors of the unit or make any alteration to the unit. (vi) Allow any liquid substance, smell or odour to escape from the unit or any noise to be audible or vibration to be felt outside the unit. (vii) Cause any damage to the unit or any other unit on the site or its facilities or to the property and possessions of us or any of our customers. If you cause damage you must in our opinion repair, restore or replace such damaged item or reimburse our costs in making the necessary repairs, restoration or replacement. (viii) Cause any obstruction or undue hindrance in any passageway, stairway, service area or other part of the site and you must at all times exercise courtesy to others using these areas.
- You Must:** (i) Inform us immediately of any damage to the unit. (ii) Comply with the directions of any of our employees or agents at the site and any further regulations for the use of the unit which we may issue from time to time.
- Alternative Unit:** We may at any time by giving you seven days notice require you to remove your goods from one unit to another specified by us. The alternative unit shall be of similar size to the current unit.
- Removal of your goods from the current unit to the alternative unit will be at your expense. If you do not arrange the removal of your goods to the alternative unit in the time specified in the notice we may enter the unit and arrange for the goods to be so moved. Any removal arranged by us will be at your risk except for loss of damage caused wilfully or negligently by us or our removal agents and the removal expense will be payable by you and we may add them to the storage fees.
- If your goods are moved to an alternative unit this agreement will be varied by the substitution of the alternative unit number but this agreement will otherwise continue in full force and effect and the storage fee will continue to apply to the alternative unit.
- Fees and Payment:** Deposit: You must pay us the deposit when you sign this agreement. The deposit will be returned to you without interest within a reasonable time after this agreement terminates less any amount we may deduct to cover: - (i) Repairing any damage to the unit the site or any other unit, caused by you, your agents or invitees or by the goods stored in the unit. (ii) Any unpaid storage fees or removal or other charges. (iii) Any other obligation to us that you have not discharged in full.
- Storage Fees:** You must pay us the storage fees for the minimum period of storage on the signature of this agreement and thereafter must pay the storage fees on the due date. If you do not pay the storage fees on the due date you will immediately become liable to pay a late payment charge equal to 10 per cent of the storage fees subject to a minimum charge of £5.00 for each period of two weeks or any part thereof that the storage fees including any late payment or other charges remaining unpaid after the due date.
- In the event that your cheque is dishonoured we will make a further charge of £15.00 on each occasion your cheque is returned.
- Increases:** we may alter the storage fees at any time by giving you written notice and the new storage fees shall take effect on the first due date occurring not less than four weeks after the date of notice.
- Non payment of storage fees:** - If you do not pay the storage fees on the due date and/or the late payment charge we will exclude you from the site and the unit and we will break the lock on the unit and install a new lock whether or not we have exercised our right to terminate this agreement. Exercising our right to exclude you from the site and the unit does not affect your obligation to pay any unpaid or future storage fees or late payment charges.
- If any part of the storage fees or late payment charge is still outstanding one month after the due date then we may:** - (i) Give you written notice that we will remove all the goods in the unit if you have not paid all outstanding amounts due in full within 72 hours of the posting of that notice by us to you at the address set out in the schedule. (ii) On expiry of the notice in sub-condition 21(i) remove all the goods in the unit to any alternative storage facilities that we may decide without incurring any liability for loss or damage to the goods arising from their removal and alternative storage. (iii) Charge you the full costs of removing the goods from the unit and alternative storage costs together with any repeated costs if we require to move the goods at any time afterwards. (iv) Sell the goods on your behalf and claim title to them and use the proceeds of the sale to discharge any outstanding storage fees and other charges due to us. If the proceeds of the sale are insufficient to discharge your outstanding liability to us then you will remain liable for the balance and we will take any action necessary to recover the outstanding amounts. (v) Treat any goods not sold as abandoned and destroy or otherwise dispose of them.
- Either you or we may terminate this agreement by giving not less than two weeks written notice. Any storage fees paid in advance will be refunded less any discounts given but we may make deductions from them as if they were a deposit under condition 16.
- You may not terminate this storage agreement if any storage fees or other charges are outstanding or if you are otherwise in breach of this agreement.
- We may terminate this agreement immediately by giving you written notice if you are in breach of any term of this agreement.
- On termination of this agreement you must remove all goods from the unit and leave it clean and tidy and in the same condition as at the commencement date. We may charge you if we have to clean the unit or dispose of any goods or rubbish left in the unit or on site.
- We may treat any goods remaining in the unit after termination as abandoned and may dispose of them in accordance with condition 21 (iv), (v).
- Your Responsibility:** It will be your sole responsibility to: (i) Declare to us in writing, the value of the goods being stored. If it is subsequently established that the value of the goods stored is greater than the actual value you declare, you agree that our liability under clause 28 will be reduced to reflect the proportion that your declared value bears to their actual value. (ii) Ensure authorized signature on agreed inventories, receipts, waybills, job sheets or other relevant documents by way of confirmation of delivery of goods. (iii) Prepare adequately and stabilize all appliances or electronic equipment prior to removal. (iv) Empty, properly defrost and clean refrigerators and deep freezers. We are not responsible for the contents. (v) Provide us with a contact address for correspondence during storage of goods. (vi) Other than by reason of our negligence or breach of contract, we will not be liable for any loss or damage, costs or additional charges that may arise from failure to discharge these responsibilities.
- Determination of amount of our liability for loss or damage: Standard liability:** (i) If you provide us with a declaration of the value of your goods, and subject to clause 27 (i) the amount of our liability to you in the event of loss or damage to those goods will be determined in accordance with clauses 28 (ii), 28 (iii) and 32 below, subject to a maximum liability of £25,000. We may agree to accept liability for a higher amount, in which case we may make an additional charge. (ii) In the event of loss or damage to your goods, our liability to you is to be assessed as a sum equivalent to the cost of their repair or replacement whichever is the smaller sum, taking into account the age and condition of the goods immediately prior to their loss or damage, and subject to the maximum liability of £25,000 referred to in clause 28 (i) (unless we have agreed a higher sum with you). (iii) Where the lost or damaged item is part of a pair or set, our liability to you, where it is assessed as the cost of replacement of that item, is to be assessed as a sum equivalent to the cost of that item in isolation, not the cost of that item as part of a pair or set.
- Determination of amount of our liability for loss or damage: Limited liability:** (i) If you do not provide us with a declaration of value, or if you do not require us to accept Standard Liability pursuant to the clause 28 (i) then our liability to you is to be determined in accordance with Clauses 28 (iii), 29 (ii) and 32. (ii) In the event of loss or damage to your goods caused by negligence or breach of contract on our part, our liability to you is to be assessed as a sum equivalent to the cost of their repair or replacement taking into account their age and condition immediately prior to their loss or damage, subject to a maximum liability of £40 per item. Your attention is drawn to clause 32 (i) which applies to Limited Liability.
- For goods destined to or received from a place outside the UK:** (i) We will only accept Standard liability if you provide us with a detailed valuation of your goods on the valuation form which we provide. All other provisions of clause 28 (i) will apply. (ii) We do not accept liability for loss or damage to goods confiscated, seized, removed or damaged by Customs Authorities or other Government Agencies unless we have been negligent or in breach of contract. (iii) We do not accept liability for loss or damage to goods occurring in certain overseas countries, including Gambia, Iran, Iraq. (iv) We will accept liability for loss or damage arising from our negligence or breach of contract whilst the goods are in our physical possession. In either circumstances clause 29 (i) or 29 (ii) will apply.
- An item is defined as:** (i) The entire contents of a box, parcel, package, carton or similar container, and (ii) Any other object or thing that is moved, handled or stored by us.
- Exclusions of liability:** (i) In respect of limited liability, we will not be liable for loss or damage to your goods as a result of fire or explosion howso that fire or explosion was caused, unless we have been negligent or in breach of contract.  
(ii) In respect of Standard Liability and Limited Liability, other than as a result of our negligence or breach of contract we will not be liable for any loss of, damage to, or failure to produce the following goods: (i) Bonds, Securities, Stamps of all kinds. Manuscripts or other Documents or Electronically held Data Records, Mobile Telephones. (ii) Plants or goods likely to encourage vermin or other pests or to cause infestation or contamination. (iii) Perishable items and/or those requiring a controlled environment. (iv) Furs exceeding £100 in value. Jewellery, Watches, Precious Stones and Metals, Money, Coins, Deeds. (v) Any animals, birds or fish.  
(iii) In respect of Standard Liability and Limited Liability, other than as a result of our negligence or breach of contract we will not be liable for any loss or damage to, or failure to produce the goods if caused by any of the following circumstances: (i) By war, invasion, acts of foreign enemies, hostilities (whether war is declared or not), civil war, terrorism, rebellion or military coup, Act of God, industrial action or other such events outside our reasonable control. (ii) Loss or damage arising from ionising radiations or radioactive contamination. (iii) Loss or damage arising from Chemical, Biological, Bio-Chemical, Electromagnetic Weapons and Cyber Attack. (iv) Indirect or consequential loss of any kind or description. (v) By normal wear and tear, natural or gradual deterioration, leakage or evaporation or from perishable or unstable goods. This includes goods left within furniture or appliances. (vi) By vermin, moth, insects and similar infestation, damp, mould, mildew or rust. (vii) By cleaning, repairing or restoring unless we arranged for the work to be carried out. (viii) By change atmospheric or climatic conditions. (ix) For electrical or mechanical derangement to any appliance, instrument, clock, computer or other equipment unless there is evidence of related external damage. (x) For any goods which have a pre-existing defect or are inherently defective.
- Indemnity:** You will indemnify us and hold us harmless against all claims, demands, liabilities, damages, costs and expenses incurred by us or any of our servants, agents or invitees or arises out of the breach of this agreement by you.
- Notices:** Any notice given under this agreement must be in writing and may be served by a personal delivery or by prepaid post. Any notice sent to you will be sent to the address stated in the schedule or any other address which you notify to us in writing. Any notice to us must be sent to our address set out in the schedule. Notices will be deemed to be effectively served immediately if served personally or 48 hours after they have been put in the post.
- Force Majeure:** We shall not be liable for any loss or damage which you may suffer as a direct result of our performance of this agreement being prevented, hindered or delayed by reason of any act of God, riot, strike or lockout, trade dispute or labour disturbance, accident, break down of plant or machinery, fire, flood, difficulty in obtaining workmen, materials or transport, electrical power failure or other circumstances whatsoever outside of our control and which affect the provision by us to access to or use of the unit.
- General:** Any delay by us in exercising any of our rights under this agreement will not impair our rights or be a waiver of those rights nor will any partial preclude a further exercise of that right.
- You may not assign any of our rights under this agreement or part with possession of the unit to any other person, firm or company.
- No variation of these terms and conditions will be effective unless expressly accepted in writing by us and signed by us.
- Every provision in these terms and conditions is severable and distinct from every other provision and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions will not be affected in any way.
- This agreement shall be governed by Scottish Law and we submit to the exclusive jurisdiction of the Scottish Courts.
- This agreement shall not create a tenancy.
- Where the customer is two or more persons your obligations under this agreement shall be joint and several.